

**NOTE:** This form is for use by Seller to notify Buyer that they are ~~exercising a unilateral right to terminate~~ **unilaterally terminating** an Offer to Purchase and Contract (Form 2-T). Use Form 353-T to unilaterally terminate an Offer to Purchase and Contract—Vacant Lot/Land (Form 12-T).

Buyer: \_\_\_\_\_ (“Buyer”)

Seller: \_\_\_\_\_ (“Seller”)

Property Address: \_\_\_\_\_ (“Property”)

1. **Contract.** Buyer and Seller entered into a contract for the purchase and sale of the Property on the Offer to Purchase and Contract (form 2-T) (“Contract”). The Effective Date of the Contract is \_\_\_\_\_.

2. **Termination by Seller.** Seller hereby terminates the Contract for the following reason(s) (check all applicable boxes):

- Buyer’s failure to timely deliver the Due Diligence Fee or Initial Earnest Money Deposit by cash, official bank check, wire transfer or electronic transfer following written notice from Seller (see Paragraph 1(d) of the Contract)
- Buyer’s failure to timely deliver (Additional) Earnest Money Deposit by cash, official bank check, wire transfer or electronic transfer (see Paragraph 1(d) of the Contract). (Note: Written notice from the Seller is not required).
- Buyer’s delay in Settlement and Closing beyond the time permitted under the terms of the Contract (see Paragraph 12) and any amendment thereof (see Agreement to Amend Contract, form 4-T).
- Exercise by Seller of right to terminate under Paragraph 4 of Short Sale Addendum (form 2A14-T) at any time prior to Notice of Approval of Short Sale.
- Seller gives this notice of termination and alleges that Buyer has breached the Contract. Seller is strongly advised to seek legal counsel before checking this box and signing this termination.**
- Seller gives this notice of termination without providing a reason. Seller is strongly advised to seek legal counsel before checking this box and signing this termination.**

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

\_\_\_\_\_  
Seller Date Time

\_\_\_\_\_  
Seller Date Time

Mailing Address: \_\_\_\_\_

Entity Seller: \_\_\_\_\_  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Print Name



**RELEASE OF EARNEST MONEY DEPOSIT\***

Seller  AGREES  DOES NOT AGREE that Escrow Agent may disburse any Earnest Money Deposit received in connection with the Contract to Buyer as a result of Seller’s termination of the Contract for the reason(s) set forth above.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

Mailing Address: \_\_\_\_\_

Buyer  AGREES  DOES NOT AGREE that Escrow Agent may disburse any Earnest Money Deposit received in connection with the Contract to Seller as a result of Seller’s termination of the Contract for the reason(s) set forth above.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

Mailing Address: \_\_\_\_\_

\*As set forth in Paragraph 1(f) of the Contract, in the event of a dispute between Seller and Buyer over the return or forfeiture of the Earnest Money Deposit held in escrow by a broker, the broker is required by state law (and Escrow Agent, if not a broker, has agreed) to retain said Earnest Money Deposit in the Escrow Agent’s trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if the broker or an attorney licensed to practice law in North Carolina (“Attorney”) is holding the Earnest Money Deposit, the broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

**NOTE: BUYER’S FAILURE TO SIGN THIS RELEASE DOES NOT AFFECT THE VALIDITY OF SELLER’S UNILATERAL TERMINATION OF THE CONTRACT.**